

**MASTER
TEACHERS'
AGREEMENT**

2006-2007

**BGM Community Schools
1090 Jackson Street
Brooklyn, IA 52211**

**TEACHERS AGREEMENT
BGM COMMUNITY SCHOOL DISTRICT
TABLE OF CONTENTS**

Preamble	.....	1
Article I	Recognition	1
Article II	General Conditions	1
Article III	Impasse Procedure	2
Article IV	Grievance Procedure	2
Article V	Strikes - Lockouts	6
Article VI	Leaves of Absence	
	Section 1 - Sick Leave	6
	Section 2 - Personal Leave	6
	Section 3 - Leave for Jury Duty	7
	Section 5 - Leave for Funerals	7
	Section 6 – Leave for Association Delegations	8
	Section 7 - Leave of Absence	8
Article VII	Staff Reduction	8
Article VIII	Health and Safety	9
Article IX	Hours of Service	9
Article X	Length of the School Year	10
Article XI	Teacher Evaluation Procedures	10
Article XII	Voluntary Transfers	12
Article XIII	Involuntary Transfers	13
Article XIV	Dues Deductions	13
Article XV	Group Insurance Plan	
	Section 1 - Selection	15
	Section 2 - Health & Hospitalization	15
	Section 3 - Claims Against District	15
	Section 4 - Duration of Contribution	15
	Section 5 - Eligibility	15
	Section 6 - Life Insurance	15
	Section 7 - Long Term Disability	15
Article XVI	Basic Schedule and Rate of Pay	16
Schedule A	Salary Schedule	18
Article XVII	Extra Compensation Schedule	19
Schedule B	Extra Curricular Schedule	22
Article XVIII	Compliance Clauses and Duration	23

MASTER TEACHERS' AGREEMENT

PREAMBLE

The Board of Directors of the Brooklyn-Guernsey Malcom Community School District in Brooklyn, Iowa (hereinafter referred to as the "Board"), and the B-G-M Education Association as the Professional Bargaining Unit (hereinafter referred to as the "Association"), pursuant to the Iowa Public Employment Relations Act of 1975, Chapter 20, Code of Iowa (hereinafter referred to as P.E.R.A.) agree as follows:

ARTICLE I

RECOGNITION

Section 1. The Board hereby recognizes the Association as the sole and exclusive representative, for the purpose of collective bargaining, of all teachers described in the unit certification issued on August 25, 1975. (Case number - 229). Throughout this agreement, whenever the terms "employee" or "employees" are used, they shall refer to employees within the bargaining unit, unless specified otherwise.

Include: Classroom teachers (academic, vocational, remedial, physical education, music, art, drama, health, and TAG), at-risk coordinator, certified librarian, and guidance counselors.

Exclude: Administrators, principals, assistant principals, activities director, secretaries, and others in a non-teaching role.

Section 2. The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiating agent or agents officially designated by the Board to act in its behalf.

ARTICLE II

GENERAL CONDITIONS

Section 1. The recognized employee Association will be permitted the use of school rooms for meetings providing such activities shall not interfere with or interrupt normal school operations and provided further that, should such activities require additional maintenance or custodial expense, such expenses will be paid by the Association. Use of school rooms must be checked through the Superintendent's office so that they can be placed on the official school calendar.

Section 2. The employee Association agrees that all expenses for supplies and materials used by the Association will be borne by such Association. It is further agreed that the equipment owned by the school district will be used by the Association in the school building.

Section 3. The employee Association will be permitted use of the normal school district mail service and employee mail boxes for the distribution of communications to certified employees.

Section 4. All persons that are not members of the B-G-M staff will notify the Principal of their presence in the building.

Section 5. Association meetings will not be held during regular classroom instruction or supervision.

Section 6. Copies of this agreement shall be printed before and after ratification by both parties, by the Board of Education. The Association shall be allocated copies at a prorated cost of production.

Section 7. Employee mailboxes will not be used for political purposes.

ARTICLE III IMPASSE PROCEDURE

Impasse will be governed by state statute.

ARTICLE IV GRIEVANCE PROCEDURE

Section 1. Definitions

A. Grievance - A grievance is an allegation by a teacher or the Association regarding the meaning, interpretation, or application of any provisions of this agreement.

B. School calendar day - A school calendar day is a day when the Board requires the teacher to be on duty.

Section 2. Representation

A. A teacher may be represented at all stages of the grievance procedure by herself or himself, or at his or her option, accompanied by a representative including one selected by the Association. If the administration calls a conference concerning the grievance during the grievant's or the Association representative's contractual assignments, released time will be granted for the said meeting period. If a teacher is not represented by the certified employee representative, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. An administrator or the school Board also has the right to be represented by any person or agent designated to act in their behalf.

B. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

Section 3. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solution to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential.

Section 4. Procedures

A. It is understood that any informal adjustment of a grievance shall not establish a precedent in any comparable situation.

B. Upon the mutual agreement of the employee or employee representative and the Superintendent or his designated representative, the second and/or third steps of the time limits of the grievance procedure may be waived.

C. All grievances must be presented within seven school calendar days of the date of occurrence of the event giving rise to the grievance.

D. The Association shall have the right to challenge any adjustment of an employee's grievance if such adjustment, in the opinion of the Association, is in violation of some specific provision of this Agreement.

E. Time Limits - The number of days indicated at each level should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

F. Year-end Grievance - In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or may be extended by mutual agreement.

Step One - Principal or Immediate Supervisor (Informal)

An employee with a grievance shall first discuss it with his or her Principal or immediate supervisor, either directly or through the Association's designated representative, with the object of resolving the matter informally.

Step Two

If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the Principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses in the Master Contract that the grievance is based upon and shall state the remedy requested. The filing of the formal written grievance at the second step must be within seven school calendar days from the date of the first informal meeting with the Principal. The Principal shall make a decision on the grievance and communicate it in writing to the teacher and the Superintendent within seven school calendar days after receipt of the grievance.

Step Three

In the event a grievance has not been satisfactorily resolved on the second step, the aggrieved teacher shall file, within seven school calendar days of the Principal's written decision at the second step, a copy of the grievance with the Superintendent. Within seven school calendar days after such written grievance is filed, the teacher or teacher's representative and the Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall submit a written decision within seven school calendar days of the step-three meeting to the teacher, the Principal, and any other parties present at the meeting.

Step Four

If a grievance is not resolved satisfactorily at step three, the Association may on behalf of itself and the teacher submit a written request for impartial, binding arbitration. Such request must be submitted within ten school calendar days of issuance of the written decision in step three. The arbitration proceeding shall be conducted by an outside person selected by the two parties within seven school calendar days after arbitration is requested. If the two parties fail to reach agreement on an arbitrator within seven school calendar days, the PERB will be requested to provide a list of seven candidates.

Each of the two parties will alternately strike one name at a time from the panel until only one name remains, the right to strike the first name being determined by drawing lots. The remaining name shall be the arbitrator, who shall render a binding opinion. The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue his decision not later than twenty days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue submitted. Costs of arbitration will be borne equally by both parties, except the cost of any representatives of each party shall be borne by that party. The arbitrator shall have authority only to interpret and apply the provisions of this agreement and to decide the particular grievance submitted to him/her. The arbitrator shall not have authority to add to, delete from, or in any way modify, alter or amend any provisions of this agreement.

Section 5. If the Association or any employee files any claim or complaint in any form other than that provided for in the grievance procedure specified in this agreement, then the Board shall not be required to process this same claim or set of facts through the grievance procedure.

GRIEVANCE FORM

(Date Filed)

BGM Community School _____ Building

Distribution of form

- 1. Association
- 2. Employee
- 3. Principal

(Name of Aggrieved Person)

STEP I

Informal meeting with principal or immediate supervisor.

Item solved _____ Principal

Item unsolved _____ Grievant

STEP II

A. Date Violation Occurred _____

B. Section(s) of Contract Violate _____

C. Statement of Grievance _____

D. Relief Sought _____

E. Disposition by Principal _____

STEP III

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or Designee _____

Signature of Superintendent or Designee

Date

STEP IV

A. _____
Signature of Aggrieved Person Signature of Association President

B. _____
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator _____

Signature of Arbitrator

Date of Decision

ARTICLE V

STRIKES - LOCKOUTS

Refer to Section 12, Chapter 20, Code of Iowa.

ARTICLE VI

LEAVES OF ABSENCE

Section 1. Sick Leave

A full-time teacher shall be credited with ten days of sick leave benefit for the first academic year. After the first year, accumulation increases one day per year up to fifteen days per year to a maximum total of 113 days. The unused portion of sick leave shall be accumulative to a total of 113 days, with no more than 113 days used in any one school year. Salary shall not be paid for unused sick leave which has accumulated to the credit of the employee if she/he leaves the system. A part-time teacher shall be credited with the same number of days of sick leave but the length of each shall be prorated according to the length of the part-time teacher's contracted work day.

Sick leave with pay shall be allowed whenever a teacher's absence is found to have been due to personal illness or on recall request by a M.D. or D.D.S. which prevented the teacher's attendance at school and the performance of duties on that day or days. Maternity leave will be provided in accordance with the Family Medical Leave Act.

The administration may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness, (Iowa Law, Sec. 279.40) indicating such absence was due to personal illness in order to qualify for sick leave pay. However, the final determination as to the eligibility of a teacher for sick leave is reserved to the school district.

Sick leave pay shall be approved only upon submission of a signed request form available at the office. This request will be used as a record keeping device to verify accumulated sick days.

Family Sick Leave

Full-time teachers shall be granted four (4) days due to the serious illness of an immediate family member. Serious illness means that the person is in need of the employee's assistance for care or is critically ill. The immediate family shall be defined as the employee's spouse, child, parent, or sibling.

Section 2. Personal Business Leave

All full time teachers may be granted up to 2 days leave at the request of the individual teacher for personal business.

The district realizes its obligation to the community to ensure continuity of program and financial responsibility, yet also recognizes that many business establishments do not afford teachers an opportunity to perform necessary personal business during non-school hours.

Requests for personal business leaves must be made in writing to the principal at least five days in advance, except in the event of emergencies when the five day notice would not be possible.

Personal business leave shall not be granted for the day preceding or the day following holidays or vacations, the first three or last three days of the school year, or for any of the scheduled teacher inservice days, except in the case of an emergency as described above.

Upon return from the personal day, a written statement to the effect that a personal day was used shall be signed by the teacher acknowledging that a personal day was taken.

On any one day there shall be no more than three elementary and three secondary teachers on personal business leave. At no time will more than six teachers be permitted to take personal business leave. Teachers will be granted personal business leave on the sole basis of the time that the request was received. The decision will not be based on comparable need.

Part time teachers will be credited with the same number of personal business leaves, but the length of those leaves will be prorated according to the length of the part time teacher's work day.

In the event that a teacher receiving personal leave does not use one or both of their personal business leave days, the district will buy them at the current substitute teacher pay rate, which shall be prorated for part-time teachers.

These leaves are not to be used for recreational purposes.

Unsafe Weather Leave

In the event of unsafe travel conditions due to weather, all certified staff members shall be granted their two days of personal business leave.

Section 3. Leave for Jury Duty

If a teacher is summoned for jury duty or if a teacher is called for a court appearance under subpoena (except in cases in which the teacher, the Board or the Association is a party), leave under this section may be granted for the days in which the teacher serves or is required to appear in court. For each day of jury service, or subpoenaed appearance, the teacher shall be paid the difference between the teacher's normal salary for that day and the compensation received for the jury service or court appearance.

Section 4. Leave for Funerals

All staff members shall be granted five days bereavement leave each school year for death in the immediate family (the immediate family shall be construed to mean: husband, wife, child, father, mother, brother, sister). Three days shall be granted for other close members of the family which shall include: mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren. An additional two (2) days of emergency leave shall be granted in the case of multiple deaths in the above group. Not more than two days shall be granted in the case of an aunt, uncle, niece, nephew, and one (1) day for close friend, depending upon travel requirements. In all cases where bereavement leave is granted the employee shall attend the funeral.

In the event of the death of an employee or student in the BGM Community School District, the Principal of said employee or student shall grant an appropriate number of employees sufficient time to attend the funeral.

Section 5. Leave for Association Delegates

Up to and not to exceed four paid days shall be available to teachers who are delegates or officers of the State and National Educational Association per school year. (These days do not accumulate from one year to the next.)

Section 6. Leave of Absence

Any teacher who has completed five (5) years of employment with the District will be allowed, upon written request received prior to May 1 and with Board approval, a leave of absence for the purpose of career exploration or continuing education. This leave will be for one (1) school year beginning with the opening day and ending on the last day of the ensuing school year.

A teacher on this leave is eligible to participate in group health and major medical insurance programs, but shall pay the entire premium for such programs.

A teacher who returns from an unpaid leave of absence shall retain all previous experience credit and any unused sick leave time accumulated. Upon return from such leave, a teacher shall be assigned to the same position if available, if not, to at least an equivalent position for which qualified.

ARTICLE VII
STAFF REDUCTION

Section 1. When in the sole judgment of the Board, there is a necessity for a reduction in staff, the Board shall attempt to accomplish such reduction by attrition.

Section 2. In the event that staff reduction cannot be accomplished by the provisions of Section 1, the Board shall reduce staff in the following manner:

1. Those employees with temporary endorsement for grades K-12 shall be terminated first, unless needed to maintain existing programs.
2. Probationary employees as defined by Chapter 279.19 of the Iowa Code (K-12) with the lowest seniority shall be terminated second, unless needed to maintain existing programs.
3. Non-probationary employees in K-12 with the lowest seniority shall be terminated third, unless needed to maintain existing programs.

Section 3. The following criteria will be followed for a determination of the employee to be reduced:

- a. Seniority measured by the total consecutive teaching years in the BGM Community School District.
- b. Education
- c. Certification
- d. Experience in subject area if the reduction is in grades 7-12.

Section 4. By January 1 of each school year, the superintendent shall provide the Association with a list, showing the seniority of each employee by his/her endorsements and approval areas. Employees shall have seven (7) school calendar days to raise objection to the seniority ranking.

Section 5. The administration shall provide written notice to the Association and to each employee who may possibly be affected by reduction no later than the date specified in the Code of Iowa as the final date for giving notice of a recommendation to terminate an individual's continuing contract.

Section 6. A teacher who is terminated for reasons of staff reduction shall have recall rights for any position which becomes available and for which he or she is certified and for which the Board feels he or she is qualified. Such rights shall exist for a period of one year after the date of reduction unless specifically waived in writing. Persons shall be considered for recall in inverse order of the layoff.

Section 7. Any employee reemployed by exercising his/her recall rights shall remain on the salary schedule as to the years of service in the BGM Community Schools.

ARTICLE VIII

HEALTH AND SAFETY

The on-going health and safety of all school personnel is the joint concern of the Board and its employees. It is the Board's responsibility to determine when an unhealthy or unsafe condition exists and to take the appropriate action to protect people and property. Individual employees or the Association may bring potentially unsafe and unhealthy conditions to the Board's attention by submitting a written description of such a situation to the Superintendent.

State Statute covers rules regarding T.B. checks and physical examinations.

The Board will pay actual expenses incurred up to \$45.00 for the required physical and tuberculin skin test as presented on the Explanation of Benefits form from our insurance carrier.

Assault of an employee is covered by the BGM Community School Board Insurance Policies. No claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier or of a policy failing to cover an incident.

ARTICLE IX

HOURS OF SERVICE

Section 1. Basic Day

The basic teacher's day, exclusive of lunch, shall be eight hours.

Section 2. Building Hours

The specific hours at any individual building may vary according to the needs of the educational program of the school district. The specific hours for each building will be designated by the school district.

Section 3. Additional Time

In addition to the basic school day, teachers do hereby agree to participate in open house and any educational functions of the school district. (This includes department and general teachers' meetings.)

ARTICLE X

LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days

The school Board shall, prior to April 1 of each school year, establish the number and dates of school days and teacher duty days for the next school year and the teacher shall perform services on those days as determined by the school district, including those legal holidays on which the school district is authorized to conduct school, and pursuant to such authority has determined to conduct school. The school year for the BGM District shall be 187 and 1/2 duty days.

Section 2. Emergency Closings

In the event of a teacher duty day lost for any emergency, the teacher shall perform duties on that day or other such day in lieu thereof as the school district shall determine.

ARTICLE XI

TEACHER EVALUATION PROCEDURES

Staff Evaluation

Each school year, employees shall be presented with the evaluation procedures and instruments including the Iowa Teaching Standards and criteria and any other standards and criteria or district expectations the evaluator will use. No evaluation shall take place until such orientation has been completed.

Tier 1

Teachers in their first or second year of the profession, or career teachers, who are in their first year of teaching for the District, shall be considered Tier 1 teachers. The cycle for Tier 1 shall consist of both formal and informal observations, initiated by the evaluator. The evaluator shall conduct a minimum of three formal observations and minimum of three walkthroughs. At least one of the formal observations shall also include a pre-observation conference and post-observation conference between the evaluator and teacher. Teachers in Tier 1 will be involved in a minimum of one summative conference in year one. The summative conference shall be conducted by April 15 and documented as required by the State of Iowa. In year two (year one for career teachers new to the District), teachers in Tier 1 will be involved in a written comprehensive review on or before April 15. If by the end of January of the second year (year one for career teachers new to the District) the evaluator determines that the teacher does not meet the Iowa Teaching Standards, the evaluator will inform the teacher of which standard(s) have not been met and shall indicate what is needed to determine that the teacher meets all eight standards. If another observation is needed, it shall be held before the April 15 summative conference. If only a conference is needed, then it will be held before April 15.

Tier 2 (Career Teachers)

Tier 2 is for licensed teachers who have earned regular teaching licenses and are not in Tier 3. A teacher in their third year of probation pursuant to the Iowa Code may be evaluated using the same methods as in Tier 1. For all others, a three year evaluation cycle will be established by the evaluator except when movement to Tier 3 occurs.

During year one of the cycle, each staff member shall create an individual career development plan linked to the District's career development plan. Plans must be submitted to the evaluator by October 1 of year one.

During year one and year two of the cycle, the evaluator and teacher shall meet by April 15. During this meeting, the teacher and evaluator shall discuss the progress of the teacher on the Individual Career Development Plan and on the Iowa Teaching Standards and Criteria.

Each year of the three-year cycle, the evaluator shall conduct a minimum of three walkthroughs. The evaluator may also formally observe the teacher, at any time the evaluator determines; however, the evaluator shall formally observe the teacher a minimum of at least one time in year three of the cycle. At least one formal observation shall include a pre-observation conference and a post-observation conference between the evaluator and teacher. If the evaluator determines that the teacher is not meeting any of the eight standards, then the evaluator shall inform the teacher which standard(s) are not being met and shall indicate what is needed to determine that the teacher meets all eight standards.

In year three, the completion of the Individual Career Development Plan will occur. A written review will be completed by the evaluator after both the teacher and evaluator have met regarding the teacher's progress and outcomes on the Individual Career Development Plan. In addition, a three year summative performance review will be conducted by the evaluator. The teacher shall provide the evaluator a portfolio linking artifacts to the Iowa Teaching Standards and Criteria. By April 1 of the third year of the cycle evaluator shall make one of the following recommendations to the superintendent:

- (1) The teacher has demonstrated growth in the goal areas and no change is recommended to the teacher's continuing contract.
- (2) The teacher has not demonstrated growth in the goal areas and as determined by the principal to be in need of intensive assistance. Intensive assistance shall be provided for a period not to exceed six (6) calendar months. A summative review will be scheduled near the completion of intensive assistance.

Tier 3 (Intensive Assistance)

A teacher will be placed on intensive assistance when the evaluator determines, at any time, that as a result of the teacher's performance, the teacher is not meeting one or more of the following:

- (1) District expectations under the Iowa Teaching Standards 1 – 7 & Criteria (Standard 8 is excluded) and any other standards and criteria that are permissible per the terms of this agreement.
- (2) The Individual Career Development Plan.

Intensive assistance may begin at any time but is not to exceed six (6) months in duration. When a teacher is placed on intensive assistance, the following will occur:

- (1) A letter will be sent by the evaluator to the teacher notifying him/her that the teacher is being placed on intensive assistance.
- (2) A copy of the notification will be sent to the Superintendent's Office and will be placed in the teacher's personnel file.
- (3) A conference will be held between the teacher and evaluator to develop an Assistance Plan that will include the following:
 - (a) A specific statement of concerns related to one or more of the Iowa Teaching Standards 1–7 and Criteria and any other standards and criteria that are permissible per the terms of this agreement.
 - (b) The plan shall include strategies to be applied in achieving the goals, intended timelines for the strategic actions, and specific criteria for evaluating the successful completion of the plan.

The review of the teacher in intensive assistance shall be made by the evaluator. At the conclusion of the designated timeframe, one of three recommendations shall be made:

- (1) The problem is resolved and the staff member is removed from intensive assistance.
- (2) Progress is noted, the timeline is extended, but may not exceed an additional six (6) months (i.e., total of plan not to exceed twelve months according to Iowa law) and work continues in the assistance phase.

- (3) The problem is not resolved and/or inadequate progress is noted. Action may then be taken by the District to terminate the teacher's contract.

Any employee has the right to respond in writing to specific items on their evaluation within five calendar days of the post evaluation conference.

A non-probationary employee who has been evaluated has the right to grieve said evaluation(s) as unfair, unjust, and/or inaccurate if the total evaluation is rated as unsatisfactory or not meeting District standards. The timelines and procedures of Article IV shall apply. A probationary teacher cannot grieve their evaluation and Tier 3 (Intensive Assistance) is not grievable.

ARTICLE XII

VOLUNTARY TRANSFERS

Section 1. Any teacher may apply for voluntary transfer to another building or grade when a position becomes available. Such application should be submitted in writing to the Superintendent and the Principal or Principals involved when the vacancy occurs.

1. All requests shall be made in writing in the form of a letter sent to the Superintendent. This letter shall contain the specific reason for requesting the transfer. Such requests shall be acknowledged in writing and dated.
2. Requests for transfers shall be kept for only the current school year, and will be inactivated as of the last day of the current school year. Renewals must be made each year.

Section 2. In filling teacher vacancies occurring within the professional staff of the district, first consideration shall be given to employees voluntarily requesting transfers under this article, and no assignment of new employees shall be made until all transfer requests have been considered. This does not preclude, however, a new person being appointed from outside the staff, if that person is deemed by the Administration to be best qualified for that particular position, considering experience, competency, and training.

Section 3. No vacancy shall be filled by means of involuntary transfer or reassignment, if there is available to fill said position a qualified volunteer who is acceptable to the Principal in whose school the vacancy exists.

Section 4. Each transfer applicant shall be notified of the status of his or her application on or before the last teachers' workday of the school year in which the request is made.

ARTICLE XIII

INVOLUNTARY TRANSFERS

Section 1. When involuntary transfers are necessary, an employee shall not be assigned to a position outside his area of competence of major or minor area of concentration.

Section 2. Notice of proposed involuntary transfers or realignment shall be given to the employee involved on or before the last teachers' workday of the school year. However, other involuntary transfers may be made due to unforeseen or extenuating circumstances.

Section 3. An involuntary transfer shall be made only after a meeting between the employee involved and the Administration, at which time the employee shall be given written reasons for the transfer.

Section 4. An employee will not be transferred involuntarily if a satisfactory voluntary transfer is available for the particular position, considering experience, competency, and training.

ARTICLE XIV

DUES DEDUCTIONS

Section 1. The Association shall be allowed dues checkoff for its members.

Section 2. An employee who is a member of the Association or who has applied for membership may sign and deliver to the Board or its designee an assignment form authorizing the payroll deduction of professional dues. Dues shall be deducted only upon an Association member's written request. The member may terminate the dues checkoff at any time by giving thirty days written notice.

Section 3. Upon receipt of a properly executed authorization card from the employee involved, the Board or its designee will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Association twelve/ten equal installments, beginning with the first pay period in September and ending in August/June.

Section 4. The dues deduction authorization shall be prepared in duplicate on the form attached. New authorization forms must be submitted to the Board or its designee each year and must be received by the Board or its designee no later than September 1 of each year. The Board or its designee shall assume no responsibility for the accuracy of the amounts authorized to be deducted and, in the event of any error, properly authorized corrections will be made only with respect to future deductions.

Section 5. The Board or its designee shall transmit to the Association the total amount of professional dues deducted within ten calendar days following the pay day in which the deductions are made.

Section 6. The Board or its designee shall not be liable to the Association by reason of the requirements of this article for the remittance or payment of any sum other than that constituting actual dues deductions made from an employee's salary.

Section 7. Upon appropriate written authorization from an employee, the Board shall deduct from the employee's salary any additional amounts and transmit the amounts to the proper party as long as the deduction and transmission of funds have been mutually agreed to by the Association and the Board.

Section 8. The Association agrees to indemnify and hold harmless the Board or its designee and all Administrative employees against any and all claims or costs arising out of the application of this article.

Prepare in duplicate
Copy one to Board
Copy two to Employee

PAYROLL DEDUCTION AUTHORIZATION
FOR PROFESSIONAL DUES

Employee's Name _____ Date _____

I hereby authorize the Board of Education of the BGM Community School District to deduct professional dues from my salary each month. My total yearly dues are to be paid to the BGM Education Association. I understand that the total dues deduction will be divided into ten or twelve (make a choice) equal installments with the first deduction in September. I understand that this deduction authorization may not be altered during the school year but may be revoked by me at any time by thirty days written notice to you.

This form is due in the Superintendent's office by September 1. Please circle your choice of equal installments.

Signature of Employee

ARTICLE XV

GROUP INSURANCE PLAN

Section 1. Selection

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance-Single Coverage

The District shall contribute a sum sufficient to cover the premium for a \$500 deductible single health and hospitalization plan. Further, the District will contribute an additional \$112.50 monthly toward added premiums for individuals selecting additional health and hospitalization coverage.

All individuals participating in the District provided group, whether selecting a single, family, or increased deductible coverage, will be allowed to apply 100% of any unused premium dollars (\$5,536.00 + \$1,350.00 = \$6,886.00 during 2006-2007) toward a tax shelter annuity or an approved Section 125 plan. Individuals electing not to participate in the District health and hospitalization plan will be allowed to apply 75% of the maximum available single premium dollars and 100% of the additional \$112.50 monthly toward a tax shelter annuity or an approved Section 125 plan.

The above benefits shall be pro-rated for part-time employees based on contracted full-time equivalency.

Each individual electing not to participate in the district group health and hospitalization plan must complete and sign, before a notary public, a statement providing proof that coverage is being provided by another policy. This statement must include name of policy holder, policy number, coverage received, and vendor.

Section 3. Claims against the School District

It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 4. Duration of Insurance Contribution

A teacher is eligible for school district contribution as provided in this Article as long as the teacher is employed by the school district. Upon termination of employment, all district contribution shall cease.

Section 5. Eligibility

Benefits provided in this article are designed for full-time personnel. Part-time teachers will be eligible for group insurance with the Board contributing a percentage of the cost of the employee's premium based upon the percent of time the part time employee works as compared to a full time employee.

Section 6. Life Insurance Coverage

The district shall provide a \$10,000 life insurance policy for each full-time employee.

Section 7. Long Term Disability Insurance Coverage

The district shall provide a long term disability insurance for each full-time employee.

ARTICLE XVI
BASIC SCHEDULE AND RATE OF PAY

Section 1. Basic Compensation

Subdivision 1. The wages and salaries reflected in Schedule A, attached hereto, shall be effective for a one year period or at the discretion of the administration.

Subdivision 2. Negotiate in good faith with respect to wages under this Article.

Section 2. Status of Salary Schedules

The salary schedule shall not be construed as a part of a teacher's continuing contract. A teacher's advancement is subject to the right of the school district to withhold increments, lane changes, and salary increase due to proper cause and to maintain efficiency in the unit. (Iowa Code 279.13)

Section 3. Placement on Salary Schedule

The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

Subdivision 1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the school district.

Subdivision 2. Courses taken to advance to an MA - MS degree or any other classification must be related to the work of the teacher. If a teacher is in doubt as to hours qualification, he should consult his immediate supervisor prior to enrolling for the course.

Subdivision 3. Incoming teachers with experience in other systems will be given credit for years of experience as determined by the Board if such experience has been in an accredited school system in the last ten years.

Subdivision 4. Each employee off the schedule will receive an amount equal to 50% of vertical step each year.

Subdivision 5. No compensation will be granted any teacher in the system for commuting to and from his residence to the place of employment.

Subdivision 6. Teacher contracts will not be due until at least three (3) weeks from the date of issuance. Renewal contracts cannot be issued until at least March 15 of each year.

Subdivision 7. Pay for an extended contract shall be figured on the basis of 1/187th and 1/2 of the base salary of the instructor involved. The above amount shall then be multiplied by the number of days of extended contract.

Subdivision 8. Prerequisite undergraduate hours and graduate hours approved by the employee's College or University for a degree in the approved teaching area of study, as approved by the employee's immediate supervisor, shall be the only courses of credit to be applied to a classification change on the salary schedule. Step and classification change shall be allowed if the above requirements are met.

Proof of credits by employee must be on file in the office of the Superintendent on or before September 1st if classification change is to be effective for that school year.

Subdivision 9. The Board of Education reserves the right to withdraw this schedule at any time or vary from its provisions, if in their judgment this is necessary and vital to the welfare of the system. The Board of Education, reserves the right to make additions or deletions as circumstances necessitate.

Subdivision 10. The Board reserves the right to hire teachers above and beyond the fixed salary schedule in case of emergency or shortage of teachers in a particular field.

Schedule A - Salary Schedule

Step	BS/Base	BS+15 Sem	BS+30 Sem	Masters	MS+15 Sem
0	26,950	27,350	27,950	28,450	28,950
1	27,560	28,060	28,560	29,060	29,560
2	28,170	28,670	29,170	29,670	30,170
3	28,780	29,280	29,780	30,280	30,780
4	29,390	29,890	30,390	30,890	31,390
5	30,000	30,500	31,000	31,500	32,000
6	30,610	31,110	31,610	32,110	32,610
7	31,220	31,720	32,220	32,720	33,220
8	31,830	32,330	32,830	33,330	33,830
9	32,440	32,940	33,440	33,940	34,440
10	33,050	33,550	34,050	34,550	35,050
11	33,355	34,160	34,660	35,160	35,660
12		34,770	35,270	35,770	36,270
13		35,380	35,880	36,380	36,880
14		35,990	36,490	36,990	37,490
15		36,600	37,100	37,600	38,100
16		37,210	37,710	38,210	38,710
17		37,515	38,320	38,820	39,320
18			38,930	39,430	39,930
19			39,540	40,040	40,540
20			39,845	40,345	40,845

ARTICLE XVII

EXTRA COMPENSATION SCHEDULE

Section 1. Extra Curricular Schedule

Staff members will be remunerated above and beyond their basic salary for performing certain duties specified on the Extra-Curricular Pay Schedule. Compensation shall be based on responsibility/ experience factors multiplied times the BS/BA base salary.

The following percentage factors are to be applied in determining annual compensation for individual assignments.

Baseball - Head Varsity Coach	11.00%
Baseball - Assistant Varsity Coach	7.00%
Baseball - Head Junior High Coach	6.00%
 Basketball - Head Boys or Girls Varsity Coach	11.00%
Basketball - Assistant Boys or Girls Varsity Coach	7.00%
Basketball - Head Junior High Boys or Girls Coach	6.00%
Basketball - Assistant Junior High Boys or Girls Coach	4.00%
 Cross Country - Head Boys & Girls Coach	6.00%
 Football - Head Varsity Coach	11.00%
Football - Assistant Varsity Coach	7.00%
Football - Head Junior High Coach	6.00%
Football - Assistant Junior High Coach	4.00%
 Golf - Head Boys & Girls Coach	6.00%
 Softball - Head Varsity Coach	11.00%
Softball - Assistant Varsity Coach	7.00%
Softball - Head Junior High Coach	6.00%
 Track - Head Varsity Boys or Girls Coach	9.00%
Track - Head Junior High Boys or Girls Coach	5.00%
 Volleyball - Head Varsity Coach	11.00%
Volleyball - Assistant Varsity Coach	7.00%
Volleyball - Head Junior High Coach	6.00%
Volleyball - Assistant Junior High Coach	4.00%
 Wrestling - Head Varsity Coach	11.00%
Wrestling - Assistant Varsity Coach	7.00%
Wrestling - Head Junior High Coach	6.00%
 Cheerleader Advisor	7.25%

Percentage factors continued

Winter Guard/Pom Squad Coach	.....	4.00%
Fine Arts Coordinator	.....	4.75%
Instrumental Activities Director	.....	10.50%
Vocal Activities Director	.....	9.75%
Yearbook Advisor and Photographer	.....	8.00%
Newsstaff Advisor	.....	4.50%
Musical/Play - Director	.....	3.75%
Musical/Play - Assistant Director	.....	1.50%
One Act Play Director	.....	1.50%
Speech - Director	.....	4.75%
Speech - Assistant Director	.....	1.50%
BTW Driver Education/per pupil (6 hours)	.....	\$155.00

Section 2 - General Provisions

- A. Related experience shall mean experience within a single activity or sport, except that softball and baseball and/or boys and girls basketball shall be considered as a single sport, and may be earned at any level within that activity.
- B. Except for the limitations imposed by Schedule B, experience may be earned at any school and need not be continuous.
- C. No person continuing in the same position for the ensuing year will receive a lower compensation than the prior year. However, no salary increase will be allowed until such time the schedule provides an increase.
- D. All staff members returning to a position previously held after a lapse of at least one season will be placed on the schedule commensurate with previous experience. However, such persons will not be allowed to exceed the schedule even if this was the case at the time leaving the position.
- E. Upon receipt of a written request from the athletic director or fine arts coordinator, and upon the recommendation of the administration, the school board may authorize additional coaches, advisors, and/or directors to address an unexpected, unusual, or special situation.

- F. After consulting with the administration, it shall be the sole discretion of the school board to terminate an activity or staff position for factors including but not limited to; low participation, inadequate space, reduced funding, cooperative sharing with another school, etc.
- G. Individuals who are above the 3% compensation rate on Schedule B can earn an additional \$90.00 for each 3 hours of graduate credit earned. The additional pay will be limited to \$270.00 upon completion of 9 hours of graduate credit. It will be at the Superintendent's discretion to determine if the graduate hours will apply to Schedule A or Schedule B.

Section 3 - Additional Assignments

The Activities Director shall list all home events requiring helpers for the entire school year, at the beginning of each school year. At this time all teachers will have an opportunity to volunteer for three (3) or more extra curricular events for the upcoming year to be compensated at the rate of five dollars per event.

All teachers volunteering will also be given a pass for teacher and spouse to all athletic events only. If more helpers are needed for extra curricular events, the Activities Director will assign a maximum of three duties, on a rotating basis, to all remaining staff members who have not already volunteered for three events, again, to be compensated at the rate of five dollars per event.

Helpers will have duties such as ticket takers, ticket sellers, volleyball line judges, pickers, timers and line judges at track meets and cross-country meets.

The Activities Director will annually evaluate each head coach using the evaluation tool found in the BGM Bears Coaches Handbook. The coaches evaluation shall be grievable under existing grievance procedures in Article IV up through the Superintendent, but no further.

Section 4. Activity Bus Drivers

Each employee of the school district who drives for a extra curricular event will be paid the same rate. However, it is to be understood that an employee driving to their own activity will be paid the current minimum rate of \$32.50 only.

Section 5. Non-Teaching Personnel

It is understood that in order to comply with the Federal Labor Standard Act, non-teaching extra curricular Personnel, as non-exempt employees, are not covered by this section.

Schedule B - Extra Curricular Schedule

Factor/Experience	1-3 Years	4-6 Years	7 or More Years
1.0	270	330	390
1.5	404	464	524
2.0	539	599	659
2.5	674	734	794
3.0	809	869	929
3.5	943	1,003	1,063
3.75	1,011	1,071	1,131
4.0	1,078	1,138	1,198
4.5	1,213	1,273	1,333
4.75	1,280	1,340	1,400
5.0	1,348	1,408	1,468
5.5	1,482	1,542	1,602
6.0	1,617	1,677	1,737
6.5	1,752	1,812	1,872
7.0	1,887	1,947	2,007
7.25	1,954	2,014	2,074
7.5	2,021	2,081	2,141
8.0	2,156	2,216	2,276
8.5	2,291	2,351	2,411
9.0	2,426	2,486	2,546
9.5	2,560	2,620	2,680
9.75	2,628	2,688	2,748
10.0	2,695	2,755	2,815
10.5	2,830	2,890	2,950
11.0	2,965	3,025	3,085

ARTICLE XVIII
COMPLIANCE CLAUSES AND DURATION

Section 1. Should any article, section, or clause of this agreement be determined illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. Such deletion shall not affect any other articles, sections, or clauses of this agreement or this application of any provision thereof.

Section 2. This agreement shall remain in full force for a period of one year. This agreement shall commence on July 1, 2006 and shall run through June 30, 2007. This agreement shall continue in effect for successive fiscal years thereafter unless on or before December 1 of any year thereafter, either party gives written notice to the other party of its desire to modify or terminate this agreement or any part of said agreement.

Section 3. This agreement constitutes the full and complete agreement between the Board and the Association.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon, all by the 12th day of April, 2006.

For the Association:

For the Board of Education

Chief Negotiator

Chief Negotiator or Superintendent

President

President

Date: _____

Date: April 12, 2006